

2207

AGREEMENT

BETWEEN THE

BOARD OF FIRE COMMISSIONERS

FIRE DISTRICT #7

TOWNSHIP OF HAMILTON

MERCER COUNTY

NEW JERSEY

AND

NEW JERSEY STATE FIREMEN'S

MUTUAL BENEVOLENT ASSOC.

LOCAL # 84

HAMILTON TOWNSHIP

1 JANUARY 1995 THRU 31 DECEMBER 1997

INDEX

AGREEMENT	1
ARTICLE I. PURPOSE	I
ARTICLE II. RECOGNITION	I
ARTICLE III. DURATION OF AGREEMENT	2
ARTICLE IV. DISCRIMINATION	2
ARTICLE V. SICK TIME AND DISABILITY PROVISIONS	2
SECTION 1. EARNED AND ACCRUED SICK TIME	2
SECTION 2. PAYMENT TO HEIRS, ASSIGNS OR DESIGNEES	3
SECTION 3. PAYMENT ON RETIREMENT	3
SECTION 4. ELIGIBILITY FOR USE OF SICK TIME	4
SECTION 5. HOSPITAL CONFINEMENT AND MAJOR ILLNESS/INJURY	4
SECTION 6. SERVICE-CONNECTED DISABILITIES	4
SECTION 7. CHARGEABLE SICK TIME	6
ARTICLE VI. EREAVEMENT	6
ARTICLE VII. HOURS OF WORK AND OVERTIME	6
SECTION 1. ASSIGNMENT OF HOURS/SHIFTS	6
SECTION 2. OVERTIME	7
SECTION 3. OVERTIME COMPENSATION RATE	7
ARTICLE VIII. UNIFORM MAINTENANCE AND ALLOWANCE	7
SECTION 1. PAYMENT OF UNIFORM ALLOWANCE	7
SECTION 2. DESCRIPTION OF UNIFORMS	8
SECTION 3. CHANGES IN UNIFORM	8
SECTION 4. UNIFORM DAMAGES	8
ARTICLE IX. HEALTH BENEFITS AND HOSPITALIZATION	8
SECTION 1. COVERAGE FOR ACTIVE EMPLOYEES	8
SECTION 2. COVERAGE FOR RETIRED EMPLOYEES	9
SECTION 3. DENTAL COVERAGE	9

ARTICLE X. PRESCRIPTION DRUG PROGRAM	9
ARTICLE XI. PENSIONS	9
ARTICLE XII. VACATIONS	10
SECTION 1. EARNED TIME	10
SECTION 2. SCHEDULING OF VACATIONS	10
SECTION 3. USE OF VACATION TIME	10
SECTION 4. LINE-OF-DUTY INJURY PRECEDING SCHEDULED VAC	10
ARTICLE XIII. HOLIDAYS	10
SECTION 1. COMPENSATION RATE	10
SECTION 2. HOLIDAYS	11
ARTICLE XIV. SALARIES	12
ARTICLE XV. LEAVE WITHOUT PAY	13
ARTICLE XVI. GRIEVANCE PROCEDURE	13
SECTION 1. DEFINITION	13
SECTION 2. CRITERIA OF A GRIEVANCE	14
SECTION 3. EXCLUSION OF TIME	14
SECTION 4. STEP PROCEDURES	14
SECTION 5. ARBITRATION	16
ARTICLE XVII. GENERAL PROVISIONS	17
ARTICLE XVIII. POST-TERMINATION EMPLOYMENT	17
ARTICLE XIX. PERSONNEL FILES	18
ARTICLE XX. EMPLOYEE REPRESENTATION	18
ARTICLE XXI. MANAGEMENT RIGHTS	19
ARTICLE XXII. PMPBA BUSINESS LEAVE	20
ARTICLE XXIII. OUES CHECK-OFF	20
ARTICLE XXIV. LONGEVITY	21

ARTICLE XXV. MISCELLANEOUS PROVISIONS	21
SECTION 1. MILITARY LEAVE	21
SECTION 2. WORKMEN'S COMPENSATION	21
SECTION 3. CAUSE FOR DISMISSAL	21
SECTION 4. PROBATIONARY PERIOD	22
SECTION 5. PHYSICAL EXAMINATION	22
ARTICLE XXVI. EQUIPMENT OPERATION AND SAFETY	22
ARTICLE XXVII. SECONDARY EMPLOYMENT	22
ARTICLE XXVIII. STANDARDS AND BENEFITS	23
IN WITNESS WHEREOF	24

AGREEMENT, made this 1st day of January, 1995 by and between the Board of Fire Commissioners, Hamilton Township Fire District #7, hereinafter referred to as the "Commissioners", and the Firemen's Mutual Benevolent Association Local 84, hereinafter referred to as the "FMBA".

ARTICLE I. Purpose

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Commissioners and the FMBA and to insure sincere bargaining, establish proper standards of salary, working conditions, hours and other conditions of employment; to present the rights and duties of the Commissioners and the FMBA; to provide for the resolving of legitimate grievances all in order that proper service shall be expedited and established in the best interest of the people of Hamilton Township and its Employees. The continuous efficiency and excellence of the Fire Department shall be considered foremost at all times by both parties of this Agreement.

ARTICLE II. Recognition

The Commissioners recognize FMBA Local 84 as the exclusive collective bargaining representative for the Hamilton Township FMBA, it being agreed that this bargaining unit includes all members of the FMBA within Fire District #7, including Driver/Firefighters, Fire Marshals, Firefighter/Administrative Assistants and Firefighters. Excluded are Supervisors, Volunteer Firefighters not paid employees of the District, Police and Craft Employees and Non-Fighting Employees.

ARTICLE III. Duration of Agreement

The Commissioners and the FMBA agree that the duration of this agreement shall be for a period of three (3) years, commencing the first day of January 1995 and expiring the last day of December 1997. This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration set forth herein until the parties have agreed mutually upon a new Agreement.

ARTICLE IV. Discrimination

The Commissioners and the FMBA both recognize that there shall be no discrimination by reason of sex, creed, race, origin and residency as far as employment and promotions are concerned or as far as any application for employment or job or as condition for employment. The Commissioners further agree that they will not interfere with nor discriminate against any employee because of membership in, or legitimate activity on behalf of the FMBA, nor will the Commissioners encourage membership in any other association or union or do anything to interfere with the exclusive representation of the Firefighters in the appropriate bargaining unit.

ARTICLE V. Sick Time and Disability Provisions

Section 1. Earned and Accrued Sick Time. Sick time is to be accrued at a rate of 1 1/4 days per month (15 days per annum). total accumulation is unlimited. Each Employee shall be paid for 50% of his accumulated sick time upon retirement, death or termination of employment in Hamilton Township Fire District #7.

(a) Payment for accumulated sick leave shall be calculated by dividing the last base salary attained by that employee at the time of termination of employment (including longevity excluding overtime) by fifty-two (52). Said calculation will arrive at a weekly rate, which shall then be divided by the number of average hours worked by the employee. For Driver/Firefighters working on revolving shifts, the average weekly hours is thirty-five (35). For Fire Marshals, Firefighter/Administrative Assistants and Firefighters working straight weekdays, the average weekly hours is forty (40). Said calculation will arrive at an hourly rate, which shall then be multiplied times fifty percent (50%) of accumulated sick time, thus arriving at the amount of the lump sum payable to the employee.

(b) In computing the accumulation of sick leave, the years of service of such employee prior and subsequent to the adoption of the Civil Service Act shall be used.

(c) No employee shall accumulate additional sick time, beyond commencement of retirement or termination of employment.

Section 2. Payment to Heirs, Assigns or Designees. The heirs, assigns or designees of an Employee whose employment is terminated by death and while in good standing shall receive the payments as set forth in Section 1, paragraphs (a) to (c) of this article.

Section 3. Payment on Retirement. Employees who receive a disability retirement or a deferred retirement pursuant to PFRS shall receive payments in accordance with Section 1, paragraphs (a) to (c) of this Article. If an Employee takes a deferred retirement, payments hereunder shall be made on the date that said Employee would

have been eligible for retirement had he remained an Employee of Hamilton Township Fire District #7 or payments shall be made on the nearest payday thereafter.

Section 4. Eligibility for Use of Sick Time. An employee may take sick time for any of the following reasons:

(a) Personal illness or personal incapacity to such an extent as to render the employee unable to perform his/her duties adequately;

(b) Attendance to members of the immediate family whose illness requires the care of such employee up to six (6) days.

Section 5. Hospital Confinement and Major Illness/Injury. The provisions for hospital confinement and major illness or injury shall be treated in the following manner:

(a) Employees who enter the hospital and/or suffer a major illness shall request, as soon as possible, a letter from the attending physician indicating the type of illness and recommended recuperative time. This letter shall be forwarded to the Commissioners.

(b) After verification of the recommended recuperative time is made by the Commissioners appointed physician, if such verification is requested, and such recuperative time is completed, the Employee shall return to duty.

Section 6. Service-Connected Disabilities. Service-connected disabilities shall be treated in the following manner:

(a) Employees who are injured while in the performance of duty, sustain an illness directly related to the fire occupation or suffer work-connected injury or disability shall be granted leave of absence with full pay for lost time from work provided the injury or illness has been substantiated by a physician. Said sick leave will not be under sick time regulations. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of workmen's compensation paid under the New Jersey Workmens Compensation Act for Temporary Disability. Said leave shall be limited to a maximum of one (1) year from the date of injury.

(b) The Employee shall be required to present evidence by certificate of an authorized physician that he/she is unable to work and the Commissioners may reasonably require the said Employee to present such certificates from time to time.

(c) In the event a conflict arises with respect to a definition of major illness or injury between the parties, a meeting will be convened between the Commissioners and the FMBA for the purpose of arriving at a final determination.

(d) For purposes of this Article, injury or illness incurred while the Employee is on duty attending a training program that is sanctioned by the Commissioners shall be considered in the line of duty.

(e) In the event of a dispute as to whether an absence shall be computed or designated as a sick leave or as to an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

(f) An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as chargeable under sick time regulations.

(g) Employees returning from authorized leave of absence, as set forth above, will be restored to their original job classification and shifts at the appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits, subject to the Employee ability to perform all duties and functions required by the position.

Section 7. Chargeable Sick Time. Any Employee who reports for duty and subsequently reports off duty due to illness will be charged against sick time only those hours not worked.

ARTICLE VI. Bereavement

Any Employee suffering bereavement by reason of death in his/her family (i.e. spouse, children, parents, siblings, grandparents and parents-in-law) shall receive up to three (3) working days off for the purposes of attending the funeral and/or arranging for his/her personal affairs. In construing this Article, the Commissioners will give due consideration to the circumstances of any Employee who has a death in the family out of state. In addition, Employee shall be granted one (1) day leave to attend the funeral of an aunt, uncle, brother-in-law, sister-in-law and grandchild.

ARTICLE VII. Hours of Work and Overtime

Section 1. Assignment of Hours/Shifts. Employees shall work the following designated hours and shifts:

(a) The Driver/Firefighters' work week will consist of an average thirty-five (35) hours per week over a thirty (30) day cycle consisting of "day" shifts (0800 to 1600 hours), "second" shifts (1600 to 2400 hours) and "midnight" shifts (2400 to 0800 hours). Driver/Firefighters will normally work six (6) "day" shifts, followed by four days off; six (6) "second" shifts, followed by four days off; and six (6) "midnight" shifts, followed by four days off and repeat the cycle.

(b) Fire Marshals, Firefighter/Administrative Assistants and Fire Fighters will work an average forty (40) hour work week, from Monday to Friday (0800 to 1600 hours).

Section 2. Overtime. Overtime shall be based on extra time worked above and beyond the normal scheduled shifts.

Section 3. Overtime Compensation Rate. The rate of overtime paid for the replacement of Driver/Firefighters by employees shall be at time-and-one-half the regular rate of pay. The rate of overtime paid for the replacement of the Fire Marshal, the Firefighter/Administrative Assistant and the Firefighter by employees shall be at their straight rate or by volunteer personnel at the rate of \$10.00 per hour.

ARTICLE VIII. Maintenance and Allowance

Section 1. Payment of Uniform Allowance. Each Employee shall receive an annual allowance of \$400.00 for the replacement of clothing and equipment. The Uniform Maintenance and Allowance shall be paid to the Employee at the first pay period in October.

Any Employee who has commenced terminal leave during the year shall only receive a pro-rata share of the allowance up to the date terminal leave commenced.

Section 2. Description of Uniforms. Driver/Firefighters, Firefighter/Administrative Assistants and Fire Fighters uniforms be in compliance with the New Jersey statutory mandate effective January 5, 1995. description to be agreed upon by both parties.

Section 3. Changes in Uniform. If at any time the Commissioners make any uniform change, the initial cost of requiring each Employee to change his uniform shall be borne by the Commissioners and shall not be borne out of any part of the Employee's uniform allowance.

Section 4. Uniform Damages. Any Employee who has had his uniform damaged in the line of duty shall have that portion or all of his uniform completely replaced and the costs shall be borne by the Commissioners. Any item of personal property usually carried by the average person, belonging to an Employee, which is damaged in the line of duty shall be replaced and the costs shall be borne by the Commissioners except that the replacement of a watch or timepiece be limited to a maximum of \$50.00 and eyeglasses or contact lenses to a maximum of \$100.00 above replacement costs not covered by insurance for replacement in kind. In no event shall the cost to the Commissioners exceed actual replacement costs.

ARTICLE IX. Health Benefits and Hospitalization

Section 1. Coverage for Active Employees. The Commissioners shall provide to all unit Employees hospitalization and sickness insurance under the State Health Benefits Plan. The Commissioners shall also provide to all unit Employees major medical benefits pursuant to the State Health Benefits Plan.

Increased costs for option plans (such as HMO), which are selected by the Employee if authorized by the Commissioners, shall be borne by the Employee.

Section 2. Coverage for Retired Employees. Hospitalization, sickness insurance and the major medical benefits, as described in section 1 above, shall be continued, at Board expense, (for the employee and the employee's spouse only) for any employee who retires with a minimum of (25) years of service; coverage shall continue until such time the employee reaches the eligible age for Medicaid coverage.

Section 3. Dental Coverage. The Commissioners shall continue to provide all Employees and dependents dental coverage in accordance with the Guardian Dental Plan or equivalent, at no cost to the Employee.

ARTICLE X. Prescription Drug Program

The Commissioners will reimburse the Employee for his and his family's expenses for prescriptions up to \$250.00 annually, upon presentation of receipts at the end of each quarter of the year.

ARTICLE XI. Pensions

The Commissioners will provide pension and retirement benefits and contribute as hereto fore to all Employees covered by this Agreement under the Police and Firemen's Retirement System, pursuant to provisions of the statutes and laws of the State of New Jersey.

ARTICLE XII. Vacations

Section 1. Earned Time. Yearly vacations will be as follows:

- A. First Year: Six (6) Days
- B. Second thru Ninth Years: Twelve (12) Days
- C. Tenth thru Fourteenth Years: Eighteen (18) Days
- D. Fifteenth thru Thirtieth Years: Twenty-four (24) Days

Section 2. Scheduling of Vacations. Vacation choices with respect to available dates shall be on the basis of seniority. Where necessary, changes in the vacation schedule will be made compatible to insure adequate manning in the station. No more than two employees shall be off at any one time. Use of vacation time shall be subject to the Commissioners' approval.

Section 3. Use of Vacation Time. Vacation days are to be non-cumulative and must be completed on or before December 31st of each year.

Section 4. Line-of-Duty Injury Preceding Scheduled Vacation. An Employee injured in the line duty preceding his/her vacation shall not be penalized and his vacation shall be rescheduled for a period mutually agreeable between him/herself and the Commissioners.

ARTICLE XIII. Holidays

Section 1. Compensation Rate. Employees shall be compensated in the following manner:

(a) The Commissioners agree to pay each Driver/Firefighter, the total sum of holiday pay added to the base pay and disbursed evenly throughout the pay periods, for a total of eleven (11) holidays in each year of this agreement.

Such compensation is equal to time-and-one-half rate at the Driver /Firefighters' hourly rate. Employees hired during the year shall receive a pro-rata share of this holiday pay. Any Employee who has commenced terminal leave shall receive a pro-rata share of this holiday pay.

(b) Fire Marshals, Firefighter/Administrative Assistants and Fire Fighters shall have the day off as compensation.

Section 2. Holidays. The following days will be recognized as the paid holidays under the term of this Agreement:

1) New Year's Day	7) Columbus Day
2) Good Friday	8) Veteran's Day
3) Monday after Easter Sunday.	9) Thanksgiving Day
4) Memorial Day	10) Friday after Thanksgiving
5) Independence Day	11) Christmas Day
6) Labor Day	

(a) In the event a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. If the holiday falls on a Sunday, it shall be celebrated on the following Monday.

(b) In order to qualify for holiday pay, employees must work their scheduled workday immediately preceding and immediately following the holiday, unless on excused absence.

(c) Whenever a holiday falls during the time an employee is utilizing sick leave or family leave benefits, that day will not be considered as sick leave or family leave benefits.

(d) Employees who are on leave of absence without pay will not be eligible for holiday pay.

ARTICLE XIV. Salaries

Employees within Hamilton Township Fire District #7 shall be paid in accordance with the following salary schedule, based on a 3% increase in each year of this agreement:

<u>Title</u>	<u>1995</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Driver/Firefighter		33,776	35,183	36,648	38,114	39,639
Fire Marshal		34,926	36,382	37,898	39,414	40,991
Firefighter/Admin. Asst.		24,367	26,417	28,590	31,458	34,787
Firefighter		23,255	25,260	27,398	30,219	33,499
<u>Title</u>	<u>1996</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Driver/Firefighter		34,789	36,238	37,747	39,257	40,828
Fire Marshal		35,974	37,473	39,035	40,596	42,221
Firefighter/Admin. Asst.		25,098	27,210	29,448	32,402	35,831
Firefighter		23,953	26,018	28,220	31,126	34,504
<u>Title</u>	<u>1997</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Driver/Firefighter		35,833	37,325	38,879	40,435	42,053
Fire Marshal		37,053	38,597	40,206	41,814	43,488
Firefighter/Admin. Asst.		25,851	28,026	30,331	33,374	36,906
Firefighter		24,672	26,799	29,067	32,060	35,539

(a) On January 1st of each year, all Employees not at the top of their respective grades will, in addition to the "across the board" negotiated increases, advance one additional step on his salary guide.

(b) The salaries listed above are intended to cover base salaries only.

(c) At the sole discretion of the Board, one (1) employee may be appointed "Leadman" with upgraded responsibilities drawing upon experience and skills of said employee. The Leadman shall be paid an additional stipend of \$10,000.00 per year.

ARTICLE XV. Leave Without Pay

The Commissioners, upon the request of an Employee and after reasonable written notice, may grant a six (6) month leave of absence without pay to said Employee due to illness. Said leave may only be granted by the Commissioners when the Commissioners receive a written request signed by the Employee. The Commissioners may extend such leave for an additional six (6) months. If the said Employee overstays such leave, his employment with Hamilton Township Fire District #7 shall be deemed to have terminated. Seniority of the Employee shall continue to accumulate during such leave.

ARTICLE XVI. Grievance Procedure

Section 1. Definition. A grievance is defined as any dispute, controversy or issue involving the interpretation, application or violation (alleged or otherwise) of any provision of this Agreement or regarding employment or the application of any rules, regulations, ordinance or statute which actually affects working conditions.

A grievant is defined as any individual or entity which has been, is being or may be affected by any issue or controversy or dispute or application as indicated in the definition of a grievance.

Where disciplinary proceedings have been instituted, the grievance

procedure shall not be available during the pendency of such disciplinary proceedings for issues arising out of the subject matter of the charges. Any issues finally determined or resolved during or in the course of a disciplinary proceeding shall be considered a final disposition as to those issues for the purpose of any subsequent grievance. All other rights and benefits under this agreement shall be available to the subject Employee during the pendency of any disciplinary proceedings.

Grievances, disputes or controversies which may arise shall be resolved as described hereinafter.

Section 2. Criteria of a Grievance. A written grievance shall meet the following criteria:

- (a) It shall be specific;
- (b) It shall contain a synopsis of the facts giving rise to the dispute, controversy or issue;
- (c) It shall specify the section of the Agreement, Rule, Statute or Regulation which has allegedly violated, misapplied or as to which the dispute arises;
- (d) It shall state the relief requested;
- (e) It shall contain the date of the alleged dispute, controversy or issue; and
- (f) It shall be signed by the Grievant.

Section 3. Exclusion of Time. Times as indicated exclude Saturday, Sunday and legal holidays, except where calendar days are indicated.

Section 4. Step Procedures. Step procedures are as follows:

(Step One) Within twenty (20) calendar days after its occurrence, or within twenty (20) calendar days after he/she knew or should have known of its existence, the aggrieved Employee's grievance shall be discussed verbally and if resolved, no further action shall be taken. If not resolved on an informal discussion basis within three (3) working days, the grievance shall be reduced to writing within seven (7) calendar days, signed by the aggrieved and submitted to the President of the Commissioners. In no event shall a grievance be initiated more than thirty (30) days after the grievant first knew or should have known of its existence. The President of the Commissioners shall investigate the grievance and provide a written answer to the grievant within seven (7) calendar days of the date of submission. The time limit in preparing a written grievance or written response may be waived by mutual agreement.

(Step Two) In the event the grievance is not resolved at Step One, or if no written response is received by the Grievant, then the grievance shall be submitted in writing by the grievant to the Board of Commissioners. The Commissioners shall submit their written answer to the Grievant within seven (7) calendar days. This time limit may be waived by mutual agreement.

(Step Three) In the event the grievance shall not have been resolved at Step Two, then the Grievant may seek relief at arbitration as herein specified. In all respects, the initiation of binding arbitration or Court process shall begin within forty-five (45) days after receipt of a written resolution from the Commissioners.

Section 5. Arbitration. Arbitration requests shall be directed to the Public Employee Relations Commission subject to the rules then existing of such agency. The aggrieved party shall copy the other party on its request. The request shall specify the particulars of the grievance and the Contract Provision(s) allegedly violated.

(a) The selection of the independent arbitrator shall be made pursuant to the rules then existing of the Public Employees Relations Commission.

(b) As promptly as possible after the arbitration has been selected, the arbitrator shall conduct a hearing between the parties and consider the subject matter of the dispute. The decision of the arbitrator will be served upon the Employee or Employees aggrieved, the Commissioners and the FMBA in writing. It shall be the obligation of the arbitrator, to the Commissioners and the FMBA, to make his best effort to rule on the cases heard by him within twenty-one (21) calendar days after the hearing.

(c) Unless otherwise mutually agreed, the submission to the arbitrator shall be based on the original written grievance and issues submitted in the grievance procedure at Step One. This paragraph shall not be construed so as to limit the submission of proofs by the parties.

(d) The decision of the arbitrator is final and binding upon both parties and the grievance shall be considered permanently resolved.

(e) The expenses of the arbitrator shall be shared equally by both parties. Each party shall make arrangements for and pay the witnesses which are called by it.

ARTICLE XVII. General Provisions

Both the Commissioners and the FMBA acknowledge that this contract is a fair Agreement and both parties agree that no modification or waiver of any terms of this Agreement shall be valid unless in writing, signed and acknowledged by both parties. No waiver of any breach herein or default hereunder shall be deemed a waiver of any subsequent breach or default of same or similar nature. Further, the waiver of any breach of conditions of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions thereof.

(a) It is understood and agreed by and between the Commissioners and the FMBA that if any part of this Agreement is in conflict with applicable State or Federal Laws, that such part be suspended and the appropriate applicable provision shall prevail; the remainder of this Agreement shall not be affected thereby.

(b) Notwithstanding any prior articles, all paragraphs of this Article or provisions of this Agreement may be changed or altered providing both parties mutually agree in writing.

ARTICLE XVIII. Post-Termination Employment

Any Employee whose services are terminated and who is in good standing and who is called to testify or assist in any proceeding, including but not limited to criminal and civil cases, administrative hearings and so forth, that he investigated or was involved in prior to termination of his services, shall be compensated for such appearances by a day's pay at the present prevailing rate at the same compensation

as paid to the Employees in the rank he held immediately prior to his termination, exclusive of overtime. Employees who are required to appear for such appearances shall also be compensated for traveling expenses.

ARTICLE XIX. Personnel Files

There shall be one Fire District 7 Employee File and the Employees shall have the right to examine their files at a reasonable time. Employees shall have the further right to rebut any derogatory material included in their files. No reasonable request to view a file shall be refused and advance notice shall be required, except that an Employee shall be limited to viewing his file during regular business hours. Furthermore, a log shall be maintained indicating when a file has been viewed, by who and whether any material has been removed.

ARTICLE XX. Employee Representation

The FMBA must notify the Commissioners as to the names of stewards and accredited representatives. No more than one steward and alternate is to be designated for each station. Representatives of the FMBA who are not employees of Hamilton Township will be permitted to visit with Employees during working hours at their stations for the purpose of discussing FMBA representation matters by notifying the President of the Commissioners.

ARTICLE XXI. Management Rights

There are no provisions in this Agreement that shall be deemed to limit or curtail the Commissioners in any way in the exercise of their rights, powers and authority which the Commissioners had prior to the effective date of this Contract unless and only to the extent that provisions of this Agreement curtail or limit such rights, powers and authority. The FMBA recognizes that the Commissioners' rights, powers and authority include, but are not limited to:

(a) The right to manage its operation;

(b) Direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge or lay-off. These rights, however, shall be exercised reasonably, in accordance with this Agreement, NJ Title 40A and all applicable State Laws.

(c) The right to make all plans and decisions on matters involving its operation;

(d) The extent to which any Department thereof shall be operated, the conditions thereto and replacements, curtailments or transfers thereof;

(e) Removal of Equipment;

(f) Outside purchase of products or services;

(g) The scheduling of operations;

(h) Means and processes of operations;

(i) Materials to be used and the right to introduce new and improved methods and facilities and to change existing methods and facilities;

(j) To maintain discipline and efficiency of Employees and to prescribe rules to that effect;

(k) To establish and change standards of performance;

(l) To run a department efficiently.

The Commissioners in the exercise of any of its management rights shall, however, be bound by the terms of this Agreement and abide by the same. The Commissioners shall exercise its management rights in accordance with Law and Due Process. The recognition of the management rights of the Commissioners is not a waiver by the FMBA or its members of any rights, benefits or privileges that the FMBA or its members may have under this agreement or any other authority.

The FMBA and its members shall have the right to grieve, under this Agreement, the unreasonable and/or arbitrary exercise of any of the foregoing management rights of the Commissioners.

©ARTICLE XXII. FMBA Business Leave

The FMBA President or Executive Delegate shall be granted leave from duty with full pay for all State and Regional Meetings of the FMBA when such meetings take place at the time when such Employee is scheduled to be on duty, provide that said officer gives reasonable notice to the Commissioners.

©ARTICLE XXIII. Dues Check-off

The Commissioners agree to check-off FMBA dues and assessments uniformly arrived at and pay over such money to the duly elected Treasurer of the FMBA. Employees will file authorization forms with the Commissioners, signed by each Employee prior to such deduction.

ARTICLE XXIV. Longevity

In addition to base pay, the Commissioners agree to pay each eligible Employee an annual longevity stipend, as per the following schedule;

Six (6):	2%
Ten (10):	4%
Fifteen (15):	6%
Twenty (20):	8%
Twenty-five (25):	10%

ARTICLE XXV. Miscellaneous Provisions

Section 1. Military Leave. Any Employee who is ordered to active duty to be a component of the United States Armed Forces shall be granted leave without pay for the period of such service without loss of seniority. All members of the National Guard or Reserves shall be granted time off to attend required drills.

Section 2. Workmen's Compensation. Commissioners will maintain Worker's Compensation Insurance for Employees pursuant to N.J.S.A. 34:15-1 et. seq.

Section 3. Cause for Dismissal. Except as otherwise provided by law, Employee shall not be removed from his office, employment or position for political reasons or for any cause other than incapacity, misconduct or disobedience of the rules and regulations established by the Commissioners for the government of the Fire Department, nor shall such Employee be suspended, removed, fined or reduced in rank from or in office, employment or position therein except for just cause as

hereinabove provided and then only upon a written complaint, setting forth the charge or charges against Employee. Said complaint shall be filed with the Secretary of the Commissioners, and a copy thereof shall be served upon the Employee so charged, with notice of a hearing thereon designating its time and place, which shall not be less than ten (10) nor more than thirty (30) days from the date of service of the complaint. A failure to substantially comply with said provisions as to the service of the complaint shall require a dismissal of the complaint. The above language is intended to comply with the requirements of N.J.S.A. 40A:14-19.

Section 4. Probationary Period. New Employees shall initially serve a ninety (90) day probationary period. Said period may be extended to a maximum of six (6) months by the Commissioners.

Section 5. Physical Examination. Employee shall submit to a physical examination every two years, paid for by the Commissioners and performed by a physician selected by the Commissioners.

ARTICLE XXVI. Equipment Operation and Safety

The Commissioners and the FMBA agree and recognize that the safety of the Employees is paramount and of major concern. The Commissioners hereby agree that all equipment will be maintained in safe operating condition when in service. No Employee shall be required to use or operate a piece of equipment which is not in safe operating condition.

ARTICLE XXVII. Secondary Employment

An Employee may accept and be employed in any occupation during

his/her off-duty hours, provided that such occupation is not in violation of any Federal, State or local laws and provided that such occupation is not in conflict with his/her job as a firefighter. The Commissioners shall determine if such a conflict exists.

ARTICLE XXVIII. Standards and Benefits

The Commissioners hereby agree that all benefits and conditions of employment including but not limited to salaries, fringe benefits, holidays, clothing allowance and general working conditions presently in effect for the Employees covered hereunder be maintained and the conditions of employment be improved whenever specific provisions for said improvements are made in this agreement.

IN WITNESS WHEREOF, the Commissioners have caused these presents to be signed by duly authorized officials, and the Seal of the Board of Fire Commissioners, District 7, hereunto affixed, and the President of the FMBA hereunto affixed his hand and seal, the day and year first above written.

ATTEST TO BY:

Dennis L. Gilby
DENNIS L. GILBY, SR., PRESIDENT

H. Roy Breth
H. ROY BRETH, SECRETARY

John F. Roche
JOHN F. ROCHE, TREASURER

Daniel P. Galatro
DANIEL P. GALATRO

Todd C. Fell
TODD C. FELL

Charles A. Pagano
CHARLES A. PAGANO
REPRESENTATIVE, FMBA LOCAL #84

Edward F. Layton
EDWARD F. LAYTON, JR.

Charles A. Pagano
CHARLES A. PAGANO

Raymond W. Carson
RAYMOND W. CARSON

Gary W. Dempster
GARY W. DEMPSTER

John R. Marcucci
JOHN R. MARCUCCI

Stephen E. Beres
STEPHEN E. BERES

Kenneth J. Freeman
KENNETH J. FREEMAN

Kenneth R. Class
KENNETH R. CLASS